



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Professional Services and Appropriation for Traffic Signal at Mills Avenue and Turner Road (\$130,680)

MEETING DATE: March 15, 1995

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council authorize the City Manager to execute the agreement for professional engineering services on behalf of the City and appropriate Federal and Development Impact Fee Program funds for Mills Avenue and Turner Road.

BACKGROUND INFORMATION: A few years ago, the City was notified by the California Public Utilities Commission that the crossing at Mills Avenue and Turner Road was eligible for crossing protection improvements. At a field meeting with Southern Pacific and State engineers, it was determined that a preempted traffic signal similar to the one at the Cherokee Lane and Lodi Avenue intersection would be appropriate instead of crossing gates and lights. This determination allowed us to utilize Federal rail crossing protection funds for the signal, which was already on our priority list.

In April 1991, the City executed agreements with the State for the installation of a traffic signal at the Mills Avenue and Turner Road intersection. The City has an agreement (RRS-Y308-003) to install a preempted traffic signal and SPRR has a separate agreement (59R321) to install the necessary track improvements and preemption circuits for the signal. Just recently, SPRR began installing the circuit equipment.

Staff requested TJKM Consultants provide an estimate for professional engineering services for the preparation of plans, specifications and estimates for the Mills Avenue and Turner Road signal installation. In the past, TJKM Consultants has prepared plans and specifications for the Kettleman Lane/Tienda Drive, Kettleman Lane/Mills Avenue, and Hutchins Street/Vine Street intersections. The cost for professional engineering services for the design work is \$7,950. A copy of the agreement, including a detailed scope of services, is attached.

Staff recommends City Council authorize the City Manager to execute the agreement with TJKM Consultants for professional engineering services and appropriate Federal funds and a portion of the cost using funds from the Development Impact Fee Program.

FUNDING: \$ 85,680 - Federal Funds
 45,000 - Development Impact Fee Program
 \$130,680 - TOTAL

Jack L. Ronsko
for Jack L. Ronsko
Public Works Director

Prepared by Paula J. Fernandez, Associate Traffic Engineer

Attachments

cc: Associate Traffic Engineer

APPROVED: _____

THOMAS A. PETERSON
City Manager



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**CONTRACT AGREEMENT TO ENGAGE THE SERVICES OF
TJKM TRANSPORTATION CONSULTANTS**

Project No. _____

THIS AGREEMENT, entered into on _____, 19____, by and between TJKM Transportation Consultants, whose corporate headquarters is located at 4637 Chabot Drive, Suite 214, Pleasanton, California, 94588, hereinafter called "TJKM" and the party whose name and address is:

Firm Name:	City of Lodi
Street Address:	221 West Pine Street
City and State:	Lodi, CA 95241-1910
Telephone:	(209) 333-6800 x. 667
Fax:	(209) 333-6807
Attention:	Ms. Paula Fernandez

Hereinafter called "CLIENT" concerns the proposed project of CLIENT. The following is a general description of the proposed project which is hereinafter referred to as "PROJECT": **Provide traffic engineering services for the preparation of plans, specifications and estimates (PS&E) for the installation of a traffic signal at the Intersection of Turner Road and Mills Avenue in the City of Lodi.**

Regarding the PROJECT, the CLIENT and TJKM agree as follows:

A. TJKM agrees to perform certain consulting, design, investigation or other services for CLIENT as detailed on our attached scope of services and letter dated February 13, 1995.

B. CLIENT agrees to pay TJKM as compensation for its services as follows:

An hourly basis in accordance with the attached fee schedule up to an estimated amount of **\$ 7,950**

NOTE: Under the provisions of this agreement, a late payment FINANCE CHARGE will be computed at the periodic rate of 1 1/2% per month, which is an ANNUAL PERCENTAGE RATE OF 18% and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.

C. The standard provisions set forth upon the reverse side hereof are incorporated into and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated and on the reverse side hereof, the day and year first above written.

TJKM, A California Corporation

CLIENT

By: _____

Chris D. Kung

By: _____

President

2/13/95

TITLE

DATE

AUTHORIZED TITLE

DATE

STANDARD PROVISIONS OF AGREEMENT

The CLIENT and TJKM agree that the following provisions shall be a part of their agreement:

1. The CLIENT binds himself, his partners, successors, executors, administrator, and assigns to TJKM this agreement in respect to all of the terms and conditions of this agreement.
2. In the event that the PROJECT covered by this contract is required by a governmental agency or the CLIENT and in the event that due to change of policy of said agency or CLIENT after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by CLIENT as extra work.
3. The CLIENT shall pay as extra work the costs of any fees, aerial photography, costs for attendance at public hearings and meetings, mileage costs, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
4. Should litigation be necessary to enforce any term or provisions of this agreement or to collect any portion of the amount payable under this agreement, then all litigation and collection expense witness fees and court costs, and attorney's fees shall be paid by CLIENT to TJKM.
5. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. If the invoice is not paid within 30 days, TJKM may without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT terminate the performance of the service.
6. A late payment FINANCE CHARGE will be computed at the periodic rate of 1 1/2% per month, which is an ANNUAL PERCENTAGE RATE OF 18% and may be applied to any unpaid balance commencing 30 days after the date of the original invoice at the sole election of TJKM. In the event any portion or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection and reasonable attorney's fees.
7. In the event all or any portion of the work prepared or partially prepared by TJKM be suspended, abandoned, or terminated, the CLIENT shall pay TJKM for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein, to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
8. In the event that CLIENT institutes a suit against TJKM because of any failure or alleged failure to perform, error, omission or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if verdict is rendered for TJKM, CLIENT agrees to pay TJKM any and all costs of defense, including attorney's fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be needful, immediately following dismissal of the case or immediately upon verdict being rendered in behalf of TJKM.
9. TJKM makes no representation concerning the cost figures made in connection with maps, plans, specifications, or drawings other than that all cost figures are estimates only and TJKM shall not be responsible for fluctuations in cost factors.
10. No conditions or representations altering, detracting from, or adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this agreement and accepted in writing by the other.
11. TJKM shall not be responsible for damages resulting from delays in performance caused by any factors beyond TJKM's reasonable control. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
12. TJKM makes no warrant, either express or implied, as to its findings, recommendations, specifications, or professional advice except that they were promulgated after being prepared in accordance with generally accepted engineering practices and under the direction of registered professional engineers.
13. The CLIENT agrees to limit TJKM's liability to the CLIENT and/or the owner, and to all construction contractors and subcontractors on the PROJECT, due to TJKM's negligent acts, errors or omissions, such that the total aggregate liability of TJKM to all those named shall not exceed \$50,000 or TJKM's total fee for services rendered on this PROJECT, whichever amount is greater.
14. In the event any provision of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
15. Services provided within this agreement are for the exclusive use of the CLIENT.
16. Billing rates are subject to increase annually effective January 1st of each calendar year. If the project is not completed within the calendar year, compensation shall be re-negotiated between TJKM and the client.

**DETAILED SCOPE OF SERVICES
DESIGN OF NEW TRAFFIC SIGNAL
INSTALLATION/SIGNING AND STRIPING**

Intersection:	Turner Road and Mills Avenue
Review Agency:	City of Lodi
Client:	City of Lodi
Project Director:	Don Costa
Project Engineer:	Sharri Ehlert
Prepared By:	Sharri Ehlert
Date:	February 13, 1995

1. Project Definition

- A. Attend start up meeting and obtain base plans in AutoCAD from the City.
- B. Obtain available information such as utility information, title blocks, etc.
- C. Conduct field review of site, photographs, verification of existing equipment, etc.

2. Preliminary Plans and Specifications

- A. Draft conceptual layout of proposed design.
- B. Prepare detailed design of traffic signal including conductor and equipment schedules.
- C. Draft detailed design (normally 20-scale for traffic signal installation and 40-scale for signing and striping).
- D. Prepare Special Provisions using WordPerfect 5.1. Specifications will be based on Caltrans Standard Specifications with modifications to conform to the City of Lodi's requirements.
- E. Attend one status meeting to discuss comments and progress if needed.

Work not included:

Traffic signal interconnect plans

Construction staging plans

Street improvement or utility improvement plans

3. Final Design

- A. Revise plans to comments of review agency.
- B. Prepare construction cost estimate ("Lump Sum" for traffic signal installation, signing and striping).
- C. Draft finalized detailed design and submit to review agency.

Work not included:

More than two reviews by the review agency
Detailed estimates (unit cost estimates for traffic signal equipment)
Attendance at more than two meetings during the design period

4. Contracting and Construction Services

- A. Provide reproducible drawings.
- B. Provide initial timing for the traffic signal.

Work not included:

Evaluation of bids
Inspection of traffic signal construction
Locating signal equipment in the field
"As Built" drawings
Obtaining permits from the railroad

Items listed as "Work not included" are not included in the estimated fee or hours and will be billed as extra work on a Time and Materials basis. Such work will be done only with the written approval of the client.



February 13, 1995

FEB 15 1995

Ms. Paula Fernandez
City of Lodi
Public Works Department
221 West Pine Street
Lodi, CA 95241-1920

Dear Ms. Fernandez:

Pursuant to your request and our subsequent telephone conversations, TJKM Transportation Consultants is pleased to present this proposal to provide traffic engineering services for the preparation of plans, specifications and estimates (PS&E) for the installation of a traffic signal at the intersection of Turner Road and Mills Avenue in the City of Lodi. The proposal also includes the preparation of signing and striping plans necessary to accommodate the proposed signal. We have designed numerous traffic signal installations in the City of Lodi (including the Kettleman Lane/Trienda Drive, Kettleman Lane/Mills Avenue and Vine Street/Hutchins Street intersections) and are well qualified to satisfy the needs and requirements of both Southern Pacific and the City of Lodi.

The existing intersection is currently unsignalized with a Southern Pacific railroad track crossing diagonally across the intersection. The traffic signal design will require railroad preemption along with special traffic signal timing. For this project, TJKM is proposing to use a design team composed of a project manager and a project engineer. Don Costa will be the project manager for the signal design. Mr. Costa will direct the preparation of the detailed plans, specifications, and estimates for the signal design. Mr. Costa has many years of experience in traffic signal design, timing and operations. His previous experience with the City of Woodland has provided him with a practical, hands-on approach to traffic signal design, timing and operations. Sharri Bender Ehlert, Transportation Engineer, will be the project engineer for this project. Ms. Ehlert will perform the actual design tasks related to the project. Ms. Ehlert has been the project engineer for numerous traffic signal installations in the Bay Area. Resumes for both Mr. Costa and Ms. Ehlert are attached for your reference.

The traffic signal design will require three sheets, a title sheet, a 20-scale plan sheet and a schedule sheet. We estimate that one 40-scale sheet will be needed for the signing and striping. We estimate a total of four sheets for the design.

A detailed scope of services is attached to this letter proposal. Our estimated maximum fee for the design work is \$7,950. We will bill on a monthly basis for the actual hours worked in accordance with the enclosed contract agreement and the hourly rate schedule.

Our fee is based upon two plan reviews by the City of Lodi. Reviews beyond those described above will be considered extra work and would require a revision to our contract and budget. This will remain a firm offer for 90 days from the date of this letter.

Enclosed with this letter are two copies of our contract agreement for your approval. If you agree with the terms of this proposal, please sign and return one copy to us for our files. We expect to make our first submittal within three weeks of the receipt of the signed agreement and the base plans.

Thank you for the opportunity to provide these services. We look forward to working closely with you and other staff members at the City. If you wish to discuss further the proposed scope or fee, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, reading "Sharri Bender Ehlert".

Sharri Bender Ehlert
Transportation Engineer

pjp
Attachments
087-4P.1SB



HOURLY RATE SCHEDULE

Principal Level	\$140
Associate Level	120
Senior Level	85
Assistant Level	65
Technical Staff	60
Production Support	35

The above rates include standard overhead items. Travel costs are billed at 30¢ per mile. Each project may be subject to initial set up and coordination fees. All outside services are billed at cost, plus ten percent for handling.

Invoices are due and payable within 30 days. Invoices paid after 30 days will be subject to separate billings of one and one-half percent per month of unpaid balance. Late charges are not included in any agreement for maximum charges.

Expert witness charges available on request.

Effective January 1, 1995 through December 31, 1995. After December 31, 1995, invoices may reflect 1996 billing rate schedule.

CONTRACT.095 1/95

P L E A S A N T O N . F R E S N O . S A N T A R O S A